

Filed in U.S. Bankruptcy Court
Atlanta, Georgia

APR 30 2021

By: M. Regina Thomas, Clerk
Deputy Clerk

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
NORTHERN DIVISION

IN RE:)	CASE NO.: 21-51596
Kathy Raydean Rodgers)	
)	CHAPTER 13
Debtor)	

**OPPOSITION/REPLY TO NATIONSTAR MORTGAGE LLC
d/b/A MR. COOPER OBJECTION TO CONFIRMATION**

COMES NOW Kathy Raydean Rodgers and I file this opposition/reply to the Objection to Confirmation of the Chapter 13 Plan filed by NATIONSTAR MORTGAGE LLC d/b/A MR. COOPER ("Nationstar") for allegedly not in compliance with 11 U.S.C. 1325 and 11 U.S.C. 1322.

11 U.S.C. 1322 provides that:

(4) notwithstanding any other provision of this section, may provide **for less than full payment of all amounts owed** for a claim entitled to priority under section 507(a)(1)(B) only if the plan provides that all of the debtor's projected disposable income for a 5-year period beginning on the date that the first payment is due under the plan will be applied to make payments under the plan. [emphases added]

The amount of payment to Nationstar was calculated and based on the unemployment insurance Kathy Raydean Rodgers is receiving which shows projected disposable income.

It is unclear to me as to what paragraph of 11 U.S.C. 1325 Kathy Raydean Rodgers is not in compliance with the objection to the plan is not specific enough to address that with greater detail.

I hereby deny that the amounts in the opposition to the plan claimed by Nationstar are accurate.

Furthermore, Kathy Raydean Rodgers is under forbearance of all payments under Coronavirus Aid, Relief, and Economic Security Act "CARES ACT". The forbearance is being

extended every six months and after July 2021 will be extended in three months increments up to eighteen months. Please see attached.

In addition, on March 16, 2021, Nationstar filed into the docket (Doc 12) Notice of Mortgage Forbearance under the CARE ACT. The objection is unreasonable and should be overruled by the court.

Respectfully submitted,

/s/Kathy Raydean Rodgers
Kathy Raydean Rodgers

Date: April 30, 2021

Certificate of Service

I the undersigned hereby certify that the Opposition/reply to the Objection to Confirmation was served upon the following parties by regular mail on the date listed below.

Mary Ida Townson
Chapter 13 Trustee
285 Peachtree Center Ave, NE
Suite 1600
Atlanta, GA 30303

Joshua M. Ryden,
Padgett Law Group
6267 Old Water Oak Rd Ste. 203
Tallahassee, FL 32312
Attorneys for Nationstar Mortgage LLC

Richard B. Maner, P.C.
180 Interstate N. Parkway, Suite 200
Atlanta, Georgia 30339
Attorney for Select Portfolio Servicing Inc.

/s/Kathy Raydean Rodgers
Kathy Raydean Rodgers

Date: April 30, 2021



News Release

FHFA Extends COVID-19 Forbearance Period and Foreclosure and REO Eviction Moratoriums

Aligns COVID-19 mortgage relief policies across the federal government

FOR IMMEDIATE RELEASE

2/25/2021

Washington, D.C. – Today, the Federal Housing Finance Agency (FHFA) announced extensions of several measures to align COVID-19 mortgage relief policies across the federal government.

FHFA announced that Fannie Mae and Freddie Mac (the Enterprises) are extending the moratoriums on single-family foreclosures and real estate owned (REO) evictions until June 30, 2021. The foreclosure moratorium applies to Enterprise-backed, single-family mortgages only. The REO eviction moratorium applies to properties that have been acquired by an Enterprise through foreclosure or deed-in-lieu of foreclosure transactions. The current moratoriums were set to expire on March 31, 2021.

FHFA also announced that borrowers with a mortgage backed by Fannie Mae or Freddie Mac may be eligible for an additional three-month extension of COVID-19 forbearance. This additional three-month extension allows borrowers to be in forbearance for up to 18 months. Eligibility for the extension is limited to borrowers who are in a COVID-19 forbearance plan as of February 28, 2021, and other limits may apply. Further, COVID-19 Payment Deferral for borrowers with an Enterprise-backed mortgage can now cover up to 18 months of missed payments. COVID-19 Payment Deferral allows borrowers to repay their missed payments at the time the home is sold, refinanced, or at mortgage maturity.

“Borrowers and the housing finance market alike can benefit during the pandemic from the consistent treatment of mortgages regardless of who owns or backs them. From the start of the pandemic, FHFA has worked to keep families safe and in their home, while ensuring the mortgage market functions as efficiently as possible. Today’s extensions of the COVID-19 forbearance period to 18 months and foreclosure and eviction moratoriums through the end of June will help align mortgage policies across the federal government,” said Director Mark Calabria.

These actions are just the latest steps FHFA has taken to benefit homeowners and the mortgage market during the pandemic. FHFA continues to monitor the effect of the COVID-19 servicing policies on borrowers, the Enterprises and their counterparties, and the mortgage market. FHFA may extend or sunset its policies based

on updated data and health risks. Homeowners and renters can visit consumerfinance.gov/housing for up-to-date information on their relief options, protections, and key deadlines.

###

The Federal Housing Finance Agency regulates Fannie Mae, Freddie Mac and the 11 Federal Home Loan Banks. These government-sponsored enterprises provide more than \$6.7 trillion in funding for the U.S. mortgage markets and financial institutions. Additional information is available at www.FHFA.gov, on Twitter, @FHFA, YouTube, Facebook, and LinkedIn.

Contacts:

Media: Raffi Williams Raffi.Williams@FHFA.gov / Adam Russell Adam.Russell@FHFA.gov

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Fill in this information to identify the case:

Debtor 1 Kathy Raydean Rodgers dba Rodgers and Associates

Debtor 2

United States Bankruptcy Court for the: Northern District of Georgia

Case number: 21-51596

Official Form 410S1

Notice of Mortgage Payment Change

12/15

If the debtor's plan provides for payment of post-petition contractual installments on your claim secured by a security interest in the debtor's principal residence, you must use this form to give notice of any changes in the installment payment amount. File this form as a supplement to your proof of claim at least 21 days before the new payment is due. See Bankruptcy Rule 3002.1.

Name of creditor: Nationstar Mortgage LLCCourt claim no. (if known): N/ALast 4 digits of any number you use to identify the debtor's account: 8336Date of payment change: 08/01/2020
Must be at least 21 days after date of this noticeNew total payment: Forbearance
Principal, interest, and escrow, if any**Part 1: Escrow Account Payment Adjustment**

1. Will there be a change in the debtor's escrow account payment?

☒ No☐ Yes. Attach a copy of the escrow account statement prepared in a form consistent with the applicable nonbankruptcy law. Describe the basis for the change. If a statement is not attached, explain why:

Current escrow payment:

New escrow payment:

Part 2: Mortgage Payment Adjustment

2. Will the debtor's principal and interest payment change based on an adjustment to the interest rate on the debtor's variable-rate account?

☒ No☐ Yes. Attach a copy of the rate change notice prepared in a form consistent with applicable nonbankruptcy law. If a notice is not attached, explain why:Current interest rate:
Current Principal and interest payment:New interest rate:
New principal and interest payment:**Part 3: Other Payment Change**

3. Will there be a change in the debtor's mortgage payment for a reason not listed above?

☐ No☒ Yes. Attach a copy of any documents describing the basis for the change, such as a repayment plan or loan modification agreement. (Court approval may be required before the payment change can take effect).Reason for change: Notice of forbearance arrangement based on debtor's(s) request (COVID19)

Current mortgage payment:

New mortgage payment:

Debtor 1 Kathy Raydean Rodgers dba Rodgers and Associates Case number (if known) 21-51596

Debtor 2 _____

Part 4: Sign Below

The person completing this Notice must sign it. Sign and print your name and your title, if any, and state your address and telephone number.

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

/s/ Joshua M. Ryden
Signature

Date 03/16/2021

Print: Joshua Ryden

Title Authorized Agent for Creditor

Company Padgett Law Group

Address 6267 Old Water Oak Road, Suite 203

Tallahassee FL, 32312

Contact phone (850) 422-2520

Email PLGinquiries@padgettlawgroup.com

The use of Official Form 410S1 and of the electronic filing method for a Notice of Payment Change is being used to provide interested parties with notice of the forbearance arrangement, detailed below. It is only being used due to limitations on existing functionality available to limited users within the Courts' CMECF systems. The use of this form in no way implies that a payment change is occurring or has occurred on the account. This filing does not imply that the provisions of FRBP 3002.1 apply to this filing, nor does the Servicer/Creditor consent to the application of any provisions of FRBP 3002.1 to this filing.

NOTICE OF TEMPORARY FORBEARANCE

Effective Date of Forbearance: August 1, 2020
Number of monthly payments in Forbearance 12

NATIONSTAR MORTGAGE LLC hereby provides notice that due to a recent financial hardship resulting directly or indirectly from the COVID-19 emergency, the Debtor has requested, and SERVICER has provided a temporary suspension of mortgage payments. This short-term relief is consistent with the COVID-19 relief available under the Coronavirus Aid, Relief, and Economic Security (CARES) Act.

During this short-term relief, all terms and provisions of the mortgage note and security instrument, other than the payment obligations, will remain in full force and effect unless otherwise adjusted by this court or through a loan modification.

During the forbearance period and up to an including the time when that period ends, SERVICER will work with the Debtor, the Debtor's attorney (if applicable) and the bankruptcy trustee on how to address the suspended payments in the long-term, including obtaining any necessary court consent and approval.

This Notice does not constitute an amendment or modification to the Debtor's plan of reorganization, and does not relieve the Debtor of the responsibility to amend or modify the plan of reorganization to reflect the forbearance arrangement, if required.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished to the parties on the attached Service List by electronic service and/or by First Class U.S. Mail on this the 16th day of March 2021.

/s/ Joshua Ryden

JOSHUA RYDEN
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Tallahassee, FL 32312
(850) 422-2520 (telephone)
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PLGinquiries@padgettlawgroup.com
Authorized Agent for Creditor

SERVICE LIST (CASE NO. 21-51596)

Debtor (Pro Se)

Kathy Raydean Rodgers
2275 Glynmoore Drive
Lawrenceville, GA 30043

Trustee

Mary Ida Townson
Chapter 13 Trustee
Suite 1600
285 Peachtree Center Ave, NE
Atlanta, GA 30303